to each payment accrues only as it falls due, it would seem that future payments should be still subject to reduction if required by the needs of the society, whether the benefits are payable to the insured himself, for example, sick benefits, or to a third person. *Fugare* v. *Mutual Society of St. Joseph* (1874) 47 Vt. 362. The courts are inclined, however, to hold that where sick benefits are payable for the entire time of illness, or where death benefits are payable for the entire life of the beneficiary, a right to the series becomes vested when the member falls sick or dies. *Becker* v. *Berlin etc. Society* (1891) 144 Pa. St. 232; *Wiedynski* v. *Polish etc. Society* (N. Y. 1906) 110 App. Div. 732; *Gundlach* v. *Germania Mechanics' Ass'n* (N. Y. 1875) 4 Hun 339; contra, *Pain* v. *Societé St. Jean Baptiste* (1899) 172 Mass. 319; *Poultney* v. *Bachman* (N. Y. 1883) 31 Hun 49; *Fugare* v. *Mutual Society of St. Joseph, supra.* In a recent New York case the certificate of incorporation of a benefit society provided for such sick benefits as the by-laws might from time to time prescribe. The by-laws called for payments for the entire time of illness. A reduction after the plaintiff fell ill was held reasonable in view of the depleted condition of the benefit fund. *Lewin* v. *Koerner Benevolent Ass'n* (1908) 109 N. Y. Supp. 101. The court used the proper method in determining the validity of the amendment, in accordance with the views expressed above. Though the Court of Appeals has never passed upon the validity of a by-law reducing sick benefits, it is doubtful, in view of its tendency to restrict the power of amendment, whether the case would be sustained on appeal. See *Evans* v. *Masonic Relief Ass'n* (1905) 182 N. Y. 453, and dictum in *Parish* v. *New York Produce Exchange* (1901) 169 N. Y. 34, 46.

INTERFERENCE WITH CONTRACTUAL RELATIONS.—It has been doubted whether any action lies for inducing a breach of contract unless unlawful means have been used, *Boyson* v. *Thorn* (1893) 98 Cal. 578, or unless the relation of master and servant existed. *Chambers* v. *Baldwin* (1891) 91 Ky. 121. While in some cases in which the rule has been broadly stated, other elements were present, *Temperton* v. *Russell* [1893] 1 Q. B. 715 (coercion); *Angle* v. *Rwy.* (1894) 151 U. S. 1 (fraud); *Walker* v. *Cronin* (1871) 107 Mass. 555, it must be admitted that in England, and in many jurisdictions in this country, the procurement of a breach by lawful means is actionable, if without justification, *South Wales etc.* v. *Glamorgan Coal Co.* [1905] A. C. 239; *Bitterman* v. *Louisville etc. R. R. Co.* (1907) 207 U. S. 205; see VIII COLUMBIA LAW REVIEW 225, irrespective of the special relation of master and servant. *Bowen* v. *Hall* (1881) L. R. 6 Q. B. D. 333; *Jones* v. *Stanley* (1877) 76 N. C. 355. Though still rejected in some jurisdictions, *Ashley* v. *Dixon* (1872) 48 N. Y. 430; *Boyson* v. *Thorn, supra,* the English rule is gaining increased recognition. *Beekman* v. *Marsters* (Mass. 1907) 80 N. E. 817; *Flaccus* v. *Smith* (1901) 199 Pa. St. 128; *Thacker Coal Co.* v. *Burke* (1906) 59 W. Va. 253. The courts generally proceed upon the ground that to induce the commission of a legal wrong is a tort. Lord Watson in *Allen* v. *Flood* [1898] A. C. 1, 96. But the action seems only an application of the broader theory that a cause of action exists "whenever one person" damages "another wilfully and intentionally, and

without just cause or excuse." Bowen, L. J., in *Skinner* v. *Shew* [1893] 1 Ch. 413, 422; cf. Holmes, 8 Harv. L. Rev. 1; Wigmore, *Ibid.* 200. Upon the same theory an action lies for interfering with contracts unenforcible under the Statute of Frauds, *Rice* v. *Manley* (1876) 66 N. Y. 82, contracts terminable at will, *Berry* v. *Donovan* (1905) 188 Mass. 353, or an established course of dealing. *Quinn* v. *Leathem* [1901] A. C. 495. It must appear that there was a reasonable probability of the continuance of the relation: otherwise, no damage is shown. *Benton* v. *Pratt* (1829) 2 Wend. 385. Since the defendant is liable only if he is the proximate cause of the harm, some courts refuse to entertain an action unless the will of the immediate actor has been overcome by coercion or fraud. *Chambers* v. *Baldwin, supra.* The objection that in any other case the cause of the damage is the voluntary act of the person induced, seems of doubtful validity. Though fraud were used he may have acted voluntarily, e. g., where induced by fraudulent statements of the plaintiff's solvency; yet if fraud were used, the action would concededly lie. Burdick, Torts, 70. Moreover, procurement of the commission of a tort, as of the publication of a libel, by persuasion, is generally admitted actionable. *Schoefflin* v. *Coffey* (1900) 162 N. Y. 12. Accordingly, by the better view, the defendant is held responsible if his interference was calculated in the ordinary course of events to damage, and has in fact damaged, the plaintiff. Bowen, L. J., in *Mogul S. S. Co.* v. *McGregor* (1889) 23 Q. B. D. 598, 613. Cf. *"Squibb Case."* Mere advice, Coleridge, J., dissenting, in *Lumley* v. *Gye* (1853) 2 E. & B. 216, or a bare offer to purchase goods already contracted for, *Beekman* v. *Marsters, supra,* would not ordinarily constitute the defendant the proximate cause. Whether the defendant in fact procured the breach, is a proper question for the jury. *Doremus* v. *Hennessey* (1898) 176 Ill. 608. Assuming damage and the defendant's responsibility, the defendant is liable unless justification or excuse appears. *South Wales etc.* v. *Glamorgan Coal Co., supra.* Here is a legitimate field for conflict of opinion. Excuse and justification are matters of public policy. Divergencies in the authorities are attributable to different views thereof. The present tendency is toward a broader conception of civil duty. Pollock, 24 Law Quart. Rev. 109; cf. *Rich.* v. *N. Y. etc. R. R. Co.* (1882) 87 N. Y. 382; *London Guaranty etc. Co.* v. *Horn* (1903) 206 Ill. 493. The use of fraud or physical intimidation has always been regarded unjustifiable; Burdick, Torts, 70, 71; likewise, on principle, moral coercion. Cf. *Nat'l Prot. Ass'n* v. *Cumming* (1902) 170 N. Y. 315. On the other hand, fair competition excuses interference with contracts terminable at will, *Allen* v. *Flood, supra,* or with an established course of dealing. *Mogul S. S. Co.* v. *McGregor* [1892] A. C. 25. American courts, contrary to the English view, *Allen* v. *Flood, supra,* incline to make motive material, *London Guaranty etc. Co.* v. *Horn, supra; Berry* v. *Donovan, supra;* Huffcut, 18 Harv. L. Rev. 439, an extension perhaps verging upon paternalism. Where a binding contract exists, however, no legitimate interest of competition is subserved by excusing interference. At least, in England, it would seem, *Lumley* v. *Gye, supra,* and in Massachusetts, *Beekman* v. *Marsters, supra,* competition is no defense. No doubt, however, under some circumstances, still unsettled, inducing a breach may be justifiable. Cf. *South Wales etc.* v. *Glamorgan Coal Co., supra.*

A recent English case, *Natl. Phonograph Co.* v. *Edison-Bell etc. Co.* (C. A. 1907) 77 L. J. Ch. 218, involved the application of these principles to a novel set of facts. The plaintiff, a manufacturer, sold phonographs to B under an agreement not to resell to any blacklisted retailer. The defendant, plaintiff's competitor, obtained phonographs, first, from B through agents who fraudulently posed as independent retailers, and, second, without fraud, through one Ell, a retailer, who did not know that the defendant was blacklisted. It was held that, in the first transaction, irrespective of whether B had broken his contract, the defendant was liable for having fraudulently induced B to act contrary to the contractual duty which B owed the plaintiff; that in the Ell transaction there was no liability since no contract between Ell and the plaintiff was shown or, conceding a contract, no fraud was present. Assuming, first, that in both transactions a contract was broken, the distinction based upon the presence or absence of fraud is unsupported by the English authorities, *supra,* for, if a breach is induced, the means used are immaterial. Assuming, however, that contracts existed, but were unbroken, the result in the principal case seems sound. Competition justified interference except where fraud was present; for the duty violated by the defendant was not the duty to refrain from inducing a breach of contract, and the stricter protection demanded by policy in the latter case is not in the principal case required. The decision, viewed in this light, is a further step in the development of the broader theory of tort. Pollock, *supra.*